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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

JO ANN JACKSON,

Plaintiff,

v.

JOHN E. POTTER, UNITED STATES  
POSTMASTER GENERAL,

Defendant.

CASE NO. C 008-03734 HRL

**STIPULATION AND AGREEMENT OF  
COMPROMISE AND SETTLEMENT AND  
~~PROPOSED~~ ORDER**

IT IS HEREBY STIPULATED by and between the parties, after full and open discussion, and pursuant to the settlement reached at the March 1, 2010, settlement conference, that this action be settled and compromised on the following terms:

WHEREAS, Plaintiff Jo An Jackson ("Plaintiff") filed the above-captioned action under Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e-16, as amended, against John E. Potter, United States Postmaster General ("Defendant").

WHEREAS, on January 12, 2010, Magistrate Judge Lloyd issued an order granting Defendant's motion for summary judgment as to plaintiff's claim of race discrimination but denying defendant's motion for summary judgment as to plaintiff's claim of retaliatory discharge.

Settlement Agreement  
C-008-03734 HRL

1 WHEREAS, on March 1, 2010, the parties participated in a settlement conference conducted by  
2 Magistrate Judge Trumbull.

3 WHEREAS, Plaintiff and Defendant wish to avoid any further litigation and controversy and to  
4 settle and compromise fully any and all claims and issues that have been raised, or could have been  
5 raised, arising out of Plaintiff's employment with Defendant, which have transpired prior to the  
6 execution of this Agreement;

7 NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and  
8 other good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as  
9 follows:

10 1. In full and final settlement of all claims in connection with the above-captioned action,  
11 ~~SIXTY SEVEN THOUSAND FIVE HUNDRED AND 22/100~~ <sup>02</sup> Defendant shall pay Plaintiff a total sum of A (\$67,500) dollars ("Settlement  
12 Amount"). There shall be no withholding from this amount. Plaintiff understands that this payment will  
13 be reported to the Internal Revenue Service ("IRS"), and that any questions as to the tax liability, if any,  
14 as a result of this payment is a matter solely between Plaintiff and the IRS. The check will be made  
15 payable to Plaintiff and her attorney, and will be mailed to Plaintiff's attorney.

16 2. In consideration of the payment of the Settlement Amount and the other terms set forth in this  
17 Stipulation and Agreement, Plaintiff hereby releases and forever discharges Defendant, John E. Potter,  
18 United States Postal Service, Pete Hurtado and any and all of their past and present officials, agents,  
19 employees, attorneys, insurers, their successors and assigns, from any and all obligations, damages,  
20 liabilities, actions, causes of actions, claims and demands of any kind and nature whatsoever, whether  
21 suspected or unsuspected, at law or in equity, known or unknown, or omitted prior to the date she  
22 executes this Agreement, which arise from or relate to her employment with the United States Postal  
23 Service.

24 3. The parties agree that the cash amount described in Paragraph 1, above, is in exchange for  
25 Plaintiff releasing and dismissing all claims for compensatory and special damages, back pay, front pay,  
26 interest, attorneys' fees, costs, restitution, reinstatement and any other form of legal or equitable recovery  
27

1 relating to her employment with United States Postal Service. The parties understand that this amount  
2 includes full satisfaction of all claims for attorneys' fees and costs arising from work performed by  
3 Plaintiff's counsel at all stages of litigation, including, but not limited to, the processing of Plaintiff's  
4 administrative and district court complaints in connection with the above-captioned action, and any other  
5 EEO complaints which are currently pending.

6 4. In consideration of the payment of the Settlement Amount and the other terms of this  
7 Stipulation and Agreement, Plaintiff agrees that she will not seek employment with United States Postal  
8 Service and will, within seven days of this agreement, execute a Stipulation of Dismissal, which  
9 stipulation shall dismiss, with prejudice, all claims asserted in this Action or any claims that could have  
10 been asserted in this Action. The fully executed Stipulation of Dismissal will be held by counsel for  
11 Defendant and will be filed with the Court upon receipt by Plaintiff's counsel of the Settlement Amount.

12 5. The provisions of California Civil Code Section 1542 are set forth below:

13 "A general release does not extend to claims which the creditor does not  
14 know or suspect to exist in his favor at the time of executing the release,  
which if known by him must have materially affected his settlement with the  
debtor."

15 Plaintiff has been apprised of the statutory language of Civil Code Section 1542 by her attorneys, and  
16 fully understanding the same, nevertheless elects to waive the benefits of any and all rights he may have  
17 pursuant to the provision of that statute and any similar provision of federal law. Plaintiff understands  
18 that, if the facts concerning Plaintiff's claims and the liability of the government for damages pertaining  
19 thereto are found hereinafter to be other than or different from the facts now believed by them to be true,  
20 this Agreement shall be and remain effective notwithstanding such material difference.

21 6. This Agreement may be pled as a full and complete defense to any subsequent action or other  
22 proceeding involving any person or party which arises out of the claims released and discharged by the  
23 Agreement.

24 7. This is a compromise settlement of a disputed claim and demand, which settlement does not  
25 constitute an admission of liability or fault on the part of the Defendant, John E. Potter, the United States  
26 Postal Service, Pete Hurtado, or any of their past and present officials, agents, employees, attorneys, or  
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1 insurers on account of the events described in Plaintiff's complaints in these actions.

2 8. If any withholding or income tax liability is imposed upon Plaintiff based on payment of the  
3 settlement sum received herein, Plaintiff shall be solely responsible for paying any such determined  
4 liability from any government agency thereof. Plaintiff will indemnify and hold harmless Defendant  
5 from any liability it incurs from any government agency arising out of any failure by Plaintiff to pay for  
6 any liability she might incur from any government agency.

7 9. The parties agree that should any dispute arise with respect to the implementation of the terms  
8 of this Agreement, Plaintiff shall not seek to rescind the Agreement and pursue his original causes of  
9 action. Plaintiff's sole remedy in such a dispute is an action to enforce the Agreement in district court.  
10 The parties agree that the district court will retain jurisdiction over this matter for the purposes of  
11 resolving any dispute alleging a breach of this Agreement.

12 10. Each party hereby stipulates that it has been represented by and has relied upon independent  
13 counsel in the negotiations for the preparation of this Agreement, that it has had the contents of the  
14 Agreement fully explained to it by such counsel, and is fully aware of and understands all of the terms of  
15 the Agreement and the legal consequences thereof. It is acknowledged that the parties hereto have,  
16 through their respective counsel, mutually participated in the preparation of this Agreement, and it is  
17 agreed that no provision hereof shall be construed against any party hereto by virtue of the activities of  
18 that party or its attorney.

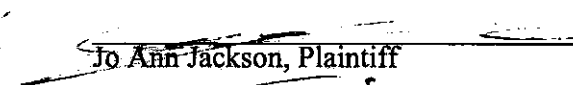
19 11. If any provision of this Agreement shall be invalid, illegal, or unenforceable, the validity,  
20 legality, and enforceability of the remaining provision shall not in any way be affected or impaired  
21 thereby.

22 12. This instrument shall constitute the entire Agreement between the parties, and it is expressly  
23 understood and agreed that the Agreement has been freely and voluntarily entered into by the parties  
24 hereto with the advice of counsel, who have explained the legal effect of this Agreement. The parties  
25 further acknowledge that no warranties or representations have been made on any subject other than as  
26 set forth in this Agreement. This Agreement may not be altered, modified or otherwise changed in any  
27 respect except by writing, duly executed by all of the parties or their authorized representatives.

1 13. The signatories to this Agreement have actual authority to bind the parties.

2 14. Plaintiff is responsible for any and all outstanding medical liens, including any lien asserted by  
3 Kaiser, and will defend, indemnify and hold harmless Defendant in any action brought against  
4 Defendant by said lien claimants arising out of Plaintiff's failure to satisfy said liens.

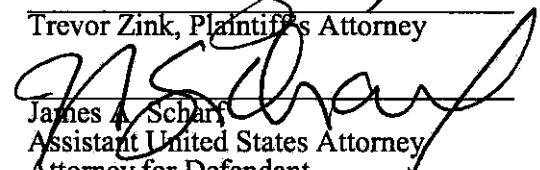
5  
6 DATED: March 1, 2010

  
Jo Ann Jackson, Plaintiff

7  
8 DATED: March 1, 2010


  
Trevor Zink, Plaintiff's Attorney

9 DATED: March 1, 2010

  
James A. Scharf  
Assistant United States Attorney  
Attorney for Defendant

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11  
12 PURSUANT TO STIPULATION, IT IS SO ORDERED.

13  
14 Dated: March 12, 2010

  
Hon. Howard R. Lloyd  
United States Magistrate Judge